



New Zealand Distributor Application

This document contains:

ADP Enrollment Form
Distributor Application
Terms and Conditions



XANGO™: AUTOMATIC DELIVERY PROGRAM

XanGo LLC // P.O. Box 900 Lehi, UT 84043 // Orders 0800-446641 // Fax 0800-443759

Step 1 Set up your automatic monthly order by checking the circles that apply to you.

<small>last name (please print)</small>	<small>first</small>	<small>middle initial</small>	<small>business name (if different from applicant name)</small>	<small>distributor ID number (office use only)</small>
<p><input type="radio"/> I/we choose not to participate in the Automatic Delivery Program (ADP) at this time.</p> <p><input type="radio"/> I/we do not want an initial order</p> <p><input type="radio"/> Setup an automatic order for my/our distributorship Setting up automatic orders enables you to receive XanGo product automatically every month. The Automatic Delivery section is included on this Application for your convenience. Listed below are two payment options whereby you authorize the company to automatically ship your monthly order and collect the appropriate monies. Please supply ALL required information.</p> <p>Check One: (optional)</p> <p><input type="radio"/> Standard Auto Delivery Program (ADP) order: 1 case of XanGo™ Juice per month. [100 PV]</p> <p><input type="radio"/> Family Auto Delivery Program order: 2 cases of XanGo™ Juice per month. [200 PV]</p> <p><input type="radio"/> _____ cases of XanGo™ Juice per month [100 PV/case]</p> <p><input type="radio"/> Will Call / ADP Pick Up (where available)</p> <p>Unconditional ADP: (optional)</p> <p><input type="radio"/> I / we want the ADP product delivered regardless of this month's personal volume</p>				

Step 2 Choose the payment option that best suits your business.

<small>(check one)</small>				
<input type="radio"/> Visa	<input type="radio"/> Mastercard	<input type="radio"/> Discover	<input type="radio"/> AMEX	<input type="radio"/> JCB
<small>credit card number</small>			<small>expiration date</small>	
<small>name (as shown on card)</small>		<small>signature of cardholder</small>		<small>date</small>
		X		

Step 3 Your initial order can differ from the above preferences. Simply enter the total number of cases you'd like with your initial shipment.

<p><input type="radio"/> I/we would like an initial order of _____ case(s).</p> <p><input type="radio"/> Charge my/our credit card listed on this application (in section 2 above) _____ (initial here).</p> <p><input type="radio"/> I/we will pay for the initial order by (check one)</p> <p style="text-align:center;"><input type="radio"/> Visa <input type="radio"/> Mastercard <input type="radio"/> Discover <input type="radio"/> AMEX <input type="radio"/> JCB</p>				
<small>credit card number</small>			<small>expiration date</small>	
<small>name (as shown on card)</small>		<small>signature of cardholder</small>		<small>date</small>
		X		
Shipping Information				
<small>mailing address</small>			<small>shipping address (must be address where deliveries can be signed for during business hours)</small>	
<small>city</small>	<small>postal code</small>		<small>city</small>	<small>postal code</small>
<small>applicant's phone number (daytime)</small>		<small>applicant's fax number</small>		<small>business name (if different from applicant name)</small>
() -		() -		
<p>All orders are subject to the local tax of your region, which will be added to order total. Shipping & handling charges will also be added. Automatic Delivery Program (ADP) orders are billed on or around the 14th of every month. To change any detail pertaining to your ADP order, the request must be received by the Company (not an upline distributor) in writing, signed by the distributor three business days prior to the 14th of any given calendar month. ADP orders will be shipped between the 14th and 21st. [Note: Your first order will be processed upon approval of this application, and subsequent orders will fall into the regular ADP billing & shipping schedule beginning the following month].</p>				

XANGO™: DISTRIBUTOR APPLICATION

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Applicant Information

applicant last name (please print)				first	middle initial	business name (if different from applicant name)	distributor ID number (office use only)
applicant's phone number (daytime)		applicant's fax number		applicant's date of birth (voluntary) day/month/year			
{ } -		{ } -		/ /			
mailing address				shipping address (must be address where deliveries can be signed for during business hours)			
city		postal code		city		postal code	
joint applicant last name				first	middle initial	phone number (daytime, if different than applicant's)	joint applicant's email address
				{ } -			

Sponsor Information Sponsor & placement information MUST be filled out completely

sponsor's distributor number	sponsor's last name	first	middle initial	phone number (daytime)
placement distributor number	placement last name	first	middle initial	placement phone number (daytime)

Application Fee Payment

I understand the only financial requirement to become a XanGo Product Distributor is a 35.00 USD application fee (plus any applicable tax) which includes a kit containing sales and demonstration materials and other information. I understand this kit does not contain commissionable products and any products purchased in connection with becoming a XanGo Product Distributor are optional. In addition, a yearly renewal fee of 20.00 USD is required to continue as a XanGo Product Distributor. I authorize the company to charge the 35.00 USD application fee and the 20.00 USD renewal fee to my credit card as they become due. I understand that the renewal fee is applicable 12 months from sign-up.

Application Fee Payment: Check Number _____ Visa Mastercard Discover AMEX JCB

credit card number	expiration date
name (as shown on card)	signature of cardholder
	date

Terms and Conditions

I have read and agree to the Terms and Conditions contained on the reverse side of this document and I am familiar with the return, policy described in the XanGo Policies and Procedures. I hereby agree to be bound by the Terms and Conditions, which by reference are fully incorporated into this agreement. I certify that I am the age of majority and am legally able to enter into this contract. I have read and agree to the XanGo Policies and Procedures and agree to the terms of confidentiality contained therein.

applicant's signature	date	co-applicant's signature	date
X		X	

A PARTICIPANT IN THE XANGO COMPENSATION PLAN HAS THE RIGHT TO CANCEL AT ANY TIME, FOR ANY REASON. CANCELLATION MUST BE SUBMITTED IN WRITING TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS. (faxed copies may be deemed as originals)

TERMS AND CONDITIONS – NEW ZEALAND

1. I am legally competent to enter into a contract in the jurisdiction in which I reside. I further understand that I am contracting with the XanGo, LLC (hereinafter the "Company"), for the promotion of certain sales as described below. I understand that I am also contracting with XanGo DISC, Inc., for the promotion of certain sales as described below.
2. I will become a XanGo Product Distributor upon acceptance of this Application by the Company, and I will, at that time, have the right to purchase XanGo products at wholesale from the Company or its Affiliates.
3. I understand that no purchase is necessary to become a XanGo Product Distributor other than a 35.00 USD Enrollment Fee. I understand that I will receive an Information Kit about the XanGo opportunity and XanGo products, free of charge. A 20.00 USD annual renewal fee is required to maintain a XanGo distributorship. While the Company may charge the available payment option (at time of renewal), I am responsible for renewing my distributorship each year.
4. The 35.00 USD distributorship fee for becoming a XanGo Product Distributor is non-refundable. Renewal fees are also non-refundable.
5. If I wish to terminate this Agreement, I will deliver to the Company written notification of my intent to terminate. Such notice will also automatically terminate my contract with XanGo DISC, Inc. My voluntary termination will be effective as of the date such notice is received by the Company. A XanGo Product Distributor may resign at any time for any reason.
6. As a XanGo Product Distributor, I am an independent contractor and not an employee, partner, agent, franchisee or legal representative of the Company or XanGo DISC, Inc. I agree that I am solely responsible for my compliance with any and all laws or regulations related to my status in any jurisdiction exercising authority over me, including but not limited to compliance with applicable regulations and the XanGo Policies and Procedures.
7. Although the Company may assist me in becoming aware of applicable laws, rules and requirements, the sole responsibility to conduct my distributorship lawfully in any jurisdiction rests with me. Therefore, I release the Company and its officers, directors, agents and employees from all liability for any of my conduct, actions or omissions; I also waive any claims or causes of action which I (or others acting in my interest) may have occasion to assert respecting my status or conduct as a XanGo Product Distributor, arising out of any of my acts or omissions.
8. I understand that only distributors in good standing (as such status is determined by the Company) may act as sponsors. The Company, in its sole discretion, may reject this Agreement, without disclosing any reason therefore. If this Agreement is not accepted or approved, I release the Company and any affiliated entity and their officers, directors, agents, advisors and employees from any and all liability incurred by me or by any other person. I waive any associated claim(s) that might be asserted in my interest.
9. I understand that commissions from the Company are established by my participation in the XanGo Commissions Plan, as described in the XanGo Policies and Procedures. I am entitled to receive distributor benefits and opportunities offered to distributors through the XanGo Commissions Plan, provided I maintain a distributorship that operates in compliance with XanGo Policies and Procedures, and the terms and conditions stated herein. I hereby acknowledge that I have access to the XanGo Policies and Procedures, the contents of which are incorporated herein by reference. The XanGo Commissions Plan and its commissions, overrides and/or bonuses, relating to the sale or other output derived from personal sales, solicitations or orders from consumers, are privileges of my status as an active XanGo Distributor in good standing. I agree to abide by the XanGo Policies and Procedures, as modified from time to time and posted at www.xango.net.
 - A. Commissions on Orders for Sales Inside the United States. XanGo, LLC has the responsibility to promote the sale of XanGo products within the United States. To the extent that commissionable sales occur where XanGo products are delivered for distribution inside the United States or its territories, commissions on those sales, under the XanGo Compensation Plan (described more fully in the Policies and Procedures Manual) will be the legal responsibility of and will be paid by XanGo, LLC.
 - B. Commissions on Orders for Sales Outside the United States. XanGo DISC, Inc., a XanGo affiliated entity, has responsibility to promote the sale of XanGo products internationally. To the extent that commissionable sales occur where XanGo products are delivered for distribution outside of the United States or its territories, commissions on those sales under the XanGo Compensation Plan (described more fully in the Policies and Procedures manual) will be the legal responsibility of and will be paid by XanGo DISC, Inc. Nevertheless, for administrative convenience, commissions paid under the Compensation Plan generally should be issued on a single check or similar instrument or transaction combining for the convenience of the Distributor the commissions earned by both U.S. and non-U.S. sales.
10. I understand that as a XanGo Product Distributor, I am authorized to sell XanGo products. I agree that I may not alter, repack, relabel or otherwise change any XanGo product, nor will I sell any such product under any other name.
11. I understand and agree that I may not convey, assign or otherwise transfer any rights arising hereunder without the prior express written consent of the Company.
12. I agree that I may not create or hold a beneficial interest in additional XanGo distributorship(s) beyond the indirect benefits that are derived from sponsoring and downline volume.
13. In the event I choose to purchase XanGo products on my credit card or banking debit card, my signature on this Agreement hereby constitutes my authorization to process any order I place to those accounts, and to use this as my "signature on file." I understand that any cancellation of an order placed by me shall be made within three business days of the placement of a particular order, but all shipping and handling charges incurred will be billed.
14. Other than this Agreement, including this application and the Policies and Procedures – as modified from time to time – no other promises, representations, guarantees, or agreements of any kind shall be valid unless in writing and signed by both me and an authorized agent of the Company. If any provision of this Agreement is found to be unenforceable or invalid, the validity of the remaining provisions shall not be affected.
15. I certify the accuracy of all information provided by me in this Agreement and agree that the providing of false or misleading information authorizes the Company, at its election, to declare this Agreement void from its inception.
16. The Company agrees to provide quality XanGo products, so long as the XanGo Product Distributor complies with this Agreement and the XanGo Policies and Procedures.
17. I understand that commission benefits of my purchases and personal volume (PV) go to the sponsor/placement listed on this form and other XanGo distributors under the rules of the XanGo Commissions Plan, as published in the XanGo Policies and Procedures.
18. All written notices to the Company shall be delivered to:

XanGo, LLC
P.O.Box 900
Lehi, UT 84043
U.S.A.